**Confidentiality Agreement Between Firms**

**THIS AGREEMENT**, entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between RESELLER (hereinafter referred to as 'RS'), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as 'UNDERSIGNED').

Whereas, RS agrees to furnish the UNDERSIGNED certain confidential information relating to the affairs of RS for purposes of exploring the potential business relationship between RS and UNDERSIGNED in the area of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Whereas, the UNDERSIGNED agrees to review, examine, and inspect or obtain such information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this agreement,

**BE IT KNOWN**, that RS has or shall furnish to the UNDERSIGNED certain confidential and proprietary information, as set forth on Schedule A, attached to this Agreement, and may further allow the UNDERSIGNED the right to inspect the business of RS and/or interview employees or representatives of RS, all on the following conditions:

1. The UNDERSIGNED agrees to hold all confidential or proprietary information or trade secrets ('information') in trust and confidence and agrees that it shall be used only for the contemplated purpose, shall not be used for any other purpose or disclosed to any third party.

2. No copies will be made or retained of any written information supplied.

3. At the conclusion of our discussions, or upon demand by RS made at any time, all information, including written notes, photographs, memoranda, or notes taken by you shall be returned to RS.

4. This information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by the terms of this Agreement.

5. It is understood that the UNDERSIGNED shall have no obligation with respect to any information known by the UNDERSIGNED or generally known within the industry prior to date of this agreement, or which becomes common knowledge within the industry thereafter.

6. The UNDERSIGNED fully understands that RS is prepared, based upon the representations made in this Agreement, to disclose to the UNDERSIGNED valuable trade secret information which is critical to the continued success of RS' business, and UNDERSIGNED agrees that UNDERSIGNED will be subject to damages if it violates this agreement by retaining for itself or disclosing to others that valuable information.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals.

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

UNDERSIGNED:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESELLER:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

The RS has or shall furnish to the UNDERSIGNED certain confidential and proprietary information, as follows:

1.

2.